
State: District of Columbia **First Filing Company:** Granite State Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0011 Environmental Pollution Liability
Product Name: Club Program 151064000288
Project Name/Number: Pollution Limited Liability Filing Revisions/AIG-20-GL-01

Filing at a Glance

Companies: Granite State Insurance Company
Illinois National Insurance Co.
New Hampshire Insurance Company

Product Name: Club Program 151064000288

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0011 Environmental Pollution Liability

Filing Type: Form

Date Submitted: 02/11/2020

SERFF Tr Num: AGNY-132237905

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: AIG-20-GL-01

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Myron Harry

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Granite State Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0011 Environmental Pollution Liability
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Project Name/Number: Pollution Limited Liability Filing Revisions/AIG-20-GL-01

General Information

Project Name: Pollution Limited Liability Filing Revisions
Project Number: AIG-20-GL-01

Status of Filing in Domicile:
Domicile Status Comments: Filing being submitted simultaneously on a Countrywide basis.

Reference Organization:
Reference Title:
Filing Status Changed: 02/11/2020

Reference Number:
Advisory Org. Circular:

State Status Changed:
Created By: Myron Harry
Corresponding Filing Tracking Number: AGNY-132237904

Deemer Date:
Submitted By: Myron Harry

Filing Description:

The referenced companies (the "Companies") currently have on file with your Department their Club Program under company filing no. AIC-03-MP-01. The Companies submit for your review and approval two revised endorsements and declarations page to replace the versions on file under company filing number AIC-08-GL-37; SERFF Tr Num: AGNY-126114208.

The Companies are also filing to withdraw the Limitation of Coverage to Pesticides, Herbicides, Fungicides, Fertilizers or Pool Chemicals Applicator Coverage Endorsement – 99766 (9-08) and in its place will use Exception to Pollution Exclusion Endorsement – 102175 (5/10) approved under Company Filing No. CHS-12-GL-18.

Please refer to the attached forms listing for information about this submission and the redlines to see the changes made to the previous versions.

Associated Rules for these endorsements are being filed separately under Serff Tracking No. AGNY-132237904

Your favorable review and approval is respectfully requested.

Company and Contact

Filing Contact Information

Myron Harry, myron.harry@aig.com
80 Pine Street 718-250-1771 [Phone]
13th Floor
New York, NY 10005

State: District of Columbia **First Filing Company:** Granite State Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0011 Environmental Pollution Liability
Product Name: Club Program 151064000288
Project Name/Number: Pollution Limited Liability Filing Revisions/AIG-20-GL-01

Filing Company Information

Granite State Insurance Company
175 Water Street
18th Floor
New York, NY 10038
(212) 458-5000 ext. [Phone]

CoCode: 23809
Group Code: 12
Group Name:
FEIN Number: 02-0140690

State of Domicile: Illinois
Company Type:
State ID Number:

Illinois National Insurance Co.
175 Water Street
New York, NY 10038
(212) 458-5000 ext. [Phone]

CoCode: 23817
Group Code: 12
Group Name:
FEIN Number: 37-0344310

State of Domicile: Illinois
Company Type:
State ID Number:

New Hampshire Insurance
Company
175 Water Street
18th Floor
New York, NY 10038
(212) 458-5000 ext. [Phone]

CoCode: 23841
Group Code: 12
Group Name: AIG
FEIN Number: 02-0172170

State of Domicile: Illinois
Company Type:
State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

SERFF Tracking #:

AGNY-132237905

State Tracking #:

Company Tracking #:

AIG-20-GL-01

State: District of Columbia

First Filing Company:

Granite State Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0011 Environmental Pollution Liability

Product Name: Club Program 151064000288

Project Name/Number: Pollution Limited Liability Filing Revisions/AIG-20-GL-01

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Pollution Liability Declarations	79371	(10-19)	DEC	Replaced	Previous Filing Number:	AIC-08-GL-37; Serff Tr. Num: AGNY-126114208		79371 (10-19) Country Club Pollution Liability Dec-AIG(CW).pdf
							Replaced Form Number:	79371 (9-08)		
2		Country Club Pollution Coverages Pollution Liability Limited Coverage Endorsement -A	79357	(10-19)	END	Replaced	Previous Filing Number:	AIC-08-GL-37; Serff Tr. Num: AGNY-126114208		79357 (10-19) CC Poll Liability Ltd Coverage Endt A.pdf
							Replaced Form Number:	79357 (9-08)		
3		Country Club Pollution Coverages Pollution Liability Limited Coverage Endorsement -B	99767	(10-19)	END	Replaced	Previous Filing Number:	AIC-08-GL-37; Serff Tr. Num: AGNY-126114208		99767 (10-19) CC Poll Liability Ltd Coverage Endt B.pdf
							Replaced Form Number:	99767 (9-08)		
4		Limitation of Coverage to Pesticides, Herbicides, Fungicides, Fertilizers or Pool Chemicals Applicator Coverage Endorsement	99766	(9-08)	END	Withdrawn	Previous Filing Number:			
							Replaced Form Number:			

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

☐ Granite State Insurance Company
☐ Illinois National Insurance Co.

☐ New Hampshire Insurance Company

(Each of the above being a capital stock company)

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

POLLUTION LIABILITY DECLARATIONS

PRODUCER:

NAMED INSURED: _____

MAILING ADDRESS: _____

POLICY PERIOD: FROM _____ TO _____ AT 12:01 A.M. TIME
AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

OVERALL AGGREGATE LIMIT	\$XXXXXXX
"CLEAN-UP COSTS" AGGREGATE LIMIT	\$XXXXXXX
EACH "POLLUTION INCIDENT" ("CLEAN-UP COSTS" ONLY) LIMIT	\$XXXXXXX
EACH "POLLUTION INCIDENT" (OTHER THAN "CLEAN-UP COSTS") LIMIT	\$XXXXXXX
"ABOVE-GROUND STORAGE TANK CLEAN-UP COSTS" AGGREGATE LIMIT	\$XXXXXXX
EACH "POLLUTION CONDITION" LIMIT	\$XXXXXXX

RETROACTIVE DATE
<p>PARAGRAPH 1. OF SECTION I OF THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY A "POLLUTION INCIDENT" OR "POLLUTION CONDITION" THAT COMMENCES PRIOR TO THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.</p> <p>RETROACTIVE DATE: _____</p> <p style="text-align: center;">(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)</p>
DESCRIPTION OF BUSINESS
<p>FORM OF BUSINESS</p> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) </div> <p>BUSINESS DESCRIPTION AND ADDRESS OF INSURED SITE:</p> <p>_____</p>
DEDUCTIBLES
<p>DEDUCTIBLE AMOUNT: \$ _____</p> <p style="text-align: center;">(ENTER AMOUNT OF DEDUCTIBLE OR "NONE" IF NO DEDUCTIBLE APPLIES)</p>
EPA IDENTIFICATION & PREMIUM
<p>EPA IDENTIFICATION NUMBER (IF APPLICABLE): _____</p> <div style="text-align: right; margin-top: 10px;">ADVANCE PREMIUM \$ _____</div> <div style="text-align: right; margin-top: 10px;">STATE TAX OR OTHER (If applicable) \$ _____</div> <div style="text-align: right; margin-top: 10px;">TOTAL PREMIUM \$ _____</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <p>PREMIUM SHOWN IS PAYABLE:</p> <p>AT INCEPTION \$ _____</p> </div> <div style="text-align: right; margin-top: 10px;">AT EACH ANNIVERSARY \$ _____</div> <p style="text-align: center; margin-top: 10px;">(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)</p>
ENDORSEMENTS
<p>ENDORSEMENTS ATTACHED TO THIS POLICY:</p> <p>See Schedule of Forms and Endorsements</p>

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Endorsement Effective:

Countersigned By:

Name Insured:

(Authorized Representative)

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.:<Policy Number> <Endorsement Number>
Effective 12:01 a.m. <Policy or Endorsement Effective Date>

COUNTRY CLUB POLLUTION COVERAGES POLLUTION LIABILITY LIMITED COVERAGE ENDORSEMENT - A

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES

Schedule of "Storage Tank Systems" *

<u>Tank No.</u>	<u>Contents</u>	<u>Age of Tank</u>	<u>Type of Tank</u>
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*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** Subparagraph **1.a.(2)** of **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, "clean-up costs" or "above-ground storage tank clean-up costs".
- B.** Subparagraph **b.** of Paragraph 1. of **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:
- b.** This insurance applies to "bodily injury" or "property damage" only if:
- (1)** The "bodily injury" or "property damage" is caused by a "pollution incident" that arises out of:
- (a)** The use of pesticides, herbicides, fungicides or fertilizers by you or on your behalf provided:
- (i)** The usage meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which pertain to the pesticides, herbicides, fungicides or fertilizers; and
- (ii)** The usage is confined to necessary maintenance of the premises; or
- (b)** The use of chlorine or other chemicals or materials by you or on your behalf for the maintenance of a swimming pool, whirlpool or spa; or
- (c)** A "storage tank system";

From an "insured site" that is used as a country club;

- (2) The "bodily injury" or "property damage" is caused by a "pollution incident" from an "insured site" or "waste facility" in the "coverage territory";
- (3) The "bodily injury" or "property damage" is caused by a "pollution incident" that commences on or after the Retroactive Date shown in the Declarations;
- (4) The insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to; and
- (5) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in writing, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION.**

C. SECTION I – POLLUTION LIABILITY COVERAGE is amended to include the following additional Paragraph:

Clean-Up Costs Due to an Above-Ground Storage Tank Release

- a. We will pay for "above-ground storage tank clean-up costs" that the insured becomes legally obligated to pay for resulting from a "pollution condition" that originates from a "storage tank system" to which this insurance applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay "above-ground storage tank clean-up costs". But the amount we will pay for such "above-ground storage tank clean-up costs" is limited as described in Section III – Limits of Insurance; and
- b. This insurance applies only if the "pollution condition":
 - (1) Commences on or after the Retroactive Date shown in the Declarations of this policy and before the end of the policy period from an "insured site" in the "coverage territory"; and
 - (2) Is first reported in writing, in accordance with Subparagraph **c.** below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION.**
- c. A "pollution condition" will be considered reported at the earliest time:
 - (1) You report the "pollution condition" to us in writing; or
 - (2) You or we report the "pollution condition" to the Federal Environmental Protection Agency (EPA), or similar state or local governmental agency; or
 - (3) You or we receive a written notice which requests or demands that you take action due to a "pollution condition."
- d. For the purposes of this Clean-Up Costs Due to an Above-Ground Storage Tank Release coverage only, Paragraph **4. Exclusions** in **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

4. Exclusions Related to Clean-Up Costs Due to an Above-Ground Storage Tank Release

This insurance does not apply to "above-ground storage tank clean-up costs" or any other expenses:

- a. Arising from any “pollution condition” which is expected or intended from the standpoint of the insured;
- b. Arising from actions taken to report, investigate or confirm any “pollution condition” from a “storage tank system”;
- c. To repair, replace or upgrade any “storage tank system” or any testing or monitoring device or systems;
- d. Which are fines or penalties imposed by a federal, state or local governmental authority;
- e. To replace the contents of a “storage tank system”;
- f. Which are part of your restoration, enhancement or routine maintenance of any “storage tank system” or your restoration, enhancement or routine maintenance of the site where any “storage tank system” is located;
- g. To test or calibrate any equipment or instrument, perform any inventory test or examine or inspect any equipment, instruments or portions of a “storage tank system”;
- h. Arising from premises you sell, give away or abandon; or
- i. In any way originating from a petroleum storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

- D.** Subparagraph **k.** of Paragraph **4. Exclusions** of **SECTION I – POLLUTION LIABILITY COVERAGE** is amended to include the following additional exclusion:

“Bodily injury” or “property damage” arising out of the spraying or application of herbicides, pesticides, fungicides or fertilizers from any “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

- E.** Paragraph **4. Exclusions** of **SECTION I – POLLUTION LIABILITY COVERAGE** is amended to include the following additional exclusion:

Underground Storage Tanks

A “pollution incident” in any way originating from any storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

- F.** The following paragraph is added under the last Paragraph of **SECTION II - WHO IS AN INSURED** beginning with the words, “No person or organization...” and ending with the words, “in the Declarations”:

No person or organization who is an independent contractor is an insured with respect to liability arising out of the use of pesticides, herbicides, fungicide, fertilizers or pool chemicals or materials.

- G. SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits";
 - d. Governmental actions taken with respect to "clean-up costs"; or
 - e. Requests for "above-ground storage tank clean-up costs".
2. The Overall Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
 - a. All damages because of all "bodily injury" and "property damage";
 - b. All "clean-up costs" incurred because of all "environmental damage"; and
 - c. All "above-ground storage tank clean-up costs" arising from any "pollution condition".
3. Subject to Paragraph 2., above, the "Clean-Up Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "clean-up costs" incurred because of all "environmental damage".
4. Subject to Paragraphs 2. and 3., above, whichever amount remaining is less, the Each "Pollution Incident" Limit ("Clean-Up Costs" Only) is the most we will pay for all "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".
5. Subject to Paragraph 2., above, the Each "Pollution Incident" Limit (Other Than "Clean-Up Costs") is the most we will pay in any one "pollution incident" for all damages because of all "bodily injury" and "property damage", not including:
 - a. "clean-up costs" incurred because of "environmental damage"; or
 - b. "above-ground storage tank clean-up costs".
6. Subject to Paragraph 2., above, the "Above-Ground Storage Tank Clean-up Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up costs" arising from all "pollution conditions".
7. Subject to Paragraphs 2. and 6. above, whichever amount remaining is less, the Each "Pollution Condition" Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up costs" arising from any one "pollution condition".
8. **Deductibles**
 - a. We will pay damages and "clean-up costs" for the amount of the damages or "clean-up costs" which are in excess of the deductible amount, if any, shown in the Declarations.
 - b. A deductible of \$5,000 applies separately to each and every "pollution condition" resulting in "above-ground storage tank clean-up costs". We will pay for the amount of "above-ground storage tank clean-up costs" which are in excess of such deductible amount.

We may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- H. Subparagraph **2.a.** of **SECTION IV – POLLUTION LIABILITY CONDITIONS** is deleted in its entirety and replaced with the following:

2. Duties In The Event Of A Pollution Incident, Pollution Condition, Claim Or Suit

- a. You must see to it that we are notified promptly of a "pollution incident" or "pollution condition", which may result in a claim or any action or proceeding to impose an obligation on the insured for "clean-up costs" or "above-ground storage tank clean-up costs". Notice should include:

- (1) How, when and where the "pollution incident" or "pollution condition" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "pollution incident" or "pollution condition".

Notice of a "pollution incident" or "pollution condition" is not notice of a claim.

- I. **SECTION VI – DEFINITIONS** is amended to include the following additional definitions:

"Above-ground storage tank clean-up costs" means the reasonable and necessary expenses for the investigation, removal or remediation of a "pollution condition", including associated monitoring, or disposal of soil, surface water, groundwater or other contamination:

- (1) To the extent required by "Environmental Laws"; or
- (2) That has been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

"Environmental Laws" means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) under which the insured's obligation to pay "above-ground storage tank clean-up costs" because of "pollution conditions" are asserted.

"Pollution condition" means the dispersal, release or escape of petroleum products into or upon land, the atmosphere, or any watercourse or body of water located at an "insured site", provided such dispersal, release or escape of petroleum products results in "environmental damage". The entirety of any such discharge, release or escape shall be deemed to be one "pollution condition".

"Storage Tank System" means an above-ground stationary tank or tanks owned or operated by the insured and described in the Schedule above, including any on site integral piping or dispensing equipment, ancillary equipment and containment system associated with the tanks.

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.:<Policy Number> <Endorsement Number>
Effective 12:01 a.m. <Policy or Endorsement Effective Date>

COUNTRY CLUB POLLUTION COVERAGES POLLUTION LIABILITY LIMITED COVERAGE ENDORSEMENT - B

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES

Schedule of "Storage Tank Systems" *

<u>Tank No.</u>	<u>Contents</u>	<u>Age of Tank</u>	<u>Type of Tank</u>
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*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** Subparagraph **1.a.(2)** of **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, "clean-up costs" or "above-ground storage tank clean-up costs".
- B.** Subparagraph **b.** of Paragraph 1. of **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:
- b.** This insurance applies to "bodily injury" or "property damage" only if:
- (1)** The "bodily injury" or "property damage" is caused by a "pollution incident" that arises out of a "storage tank system" from an "insured site" that is used as a country club;
 - (2)** The "bodily injury" or "property damage" is caused by a "pollution incident" from an "insured site" or "waste facility" in the "coverage territory";
 - (3)** The "bodily injury" or "property damage" is caused by a "pollution incident" that commences on or after the Retroactive Date shown in the Declarations;
 - (4)** The insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to; and
 - (5)** A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in writing, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION**.

- C. **SECTION I – POLLUTION LIABILITY COVERAGE** is amended to include the following additional Paragraph:

Clean-Up Costs Due to an Above-Ground Storage Tank Release

- a. We will pay for “above-ground storage tank clean-up costs” that the insured becomes legally obligated to pay for resulting from a “pollution condition” that originates from a “storage tank system” to which this insurance applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay “above-ground storage tank clean-up costs”. But the amount we will pay for such “above-ground storage tank clean-up costs” is limited as described in Section III – Limits of Insurance; and
- b. This insurance applies only if the “pollution condition”:
 - (1) Commences on or after the Retroactive Date shown in the Declarations of this policy and before the end of the policy period from an “insured site” in the “coverage territory”; and
 - (2) Is first reported in writing, in accordance with Subparagraph c. below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION**.
- c. A “pollution condition” will be considered reported at the earliest time:
 - (1) You report the “pollution condition” to us in writing; or
 - (2) You or we report the “pollution condition” to the Federal Environmental Protection Agency (EPA), or similar state or local governmental agency; or
 - (3) You or we receive a written notice which requests or demands that you take action due to a “pollution condition.”
- d. For the purposes of this Clean-Up Costs Due to an Above-Ground Storage Tank Release coverage only, Paragraph 4. **Exclusions** in **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

4. Exclusions Related to Clean-Up Costs Due to an Above-Ground Storage Tank Release

This insurance does not apply to “above-ground storage tank clean-up costs” or any other expenses:

- a. Arising from any “pollution condition” which is expected or intended from the standpoint of the insured;
- b. Arising from actions taken to report, investigate or confirm any “pollution condition” from a “storage tank system”;
- c. To repair, replace or upgrade any “storage tank system” or any testing or monitoring device or systems;
- d. Which are fines or penalties imposed by a federal, state or local governmental authority;
- e. To replace the contents of a “storage tank system”;

- f. Which are part of your restoration, enhancement or routine maintenance of any "storage tank system" or your restoration, enhancement or routine maintenance of the site where any "storage tank system" is located;
- g. To test or calibrate any equipment or instrument, perform any inventory test or examine or inspect any equipment, instruments or portions of a "storage tank system";
- h. Arising from premises you sell, give away or abandon; or
- i. In any way originating from a petroleum storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

- D. Paragraph 4. **Exclusions** of **SECTION I – POLLUTION LIABILITY COVERAGE** is amended to include the following additional exclusion:

Underground Storage Tanks

A "pollution incident" in any way originating from any storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

- E. **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits";
 - d. Governmental actions taken with respect to "clean-up costs"; or
 - e. Requests for "above-ground storage tank clean-up costs".
2. The Overall Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
 - a. All damages because of all "bodily injury" and "property damage";
 - b. All "clean-up costs" incurred because of all "environmental damage"; and
 - c. All "above-ground storage tank clean-up costs" arising from any "pollution condition".

3. Subject to Paragraph 2., above, the "Clean-Up Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "clean-up costs" incurred because of all "environmental damage".
4. Subject to Paragraphs 2. and 3., above, whichever amount remaining is less, the Each "Pollution Incident" Limit ("Clean-Up Costs" Only) is the most we will pay for all "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".
5. Subject to Paragraph 2., above, the Each "Pollution Incident" Limit (Other Than "Clean-Up Costs") is the most we will pay in any one "pollution incident" for all damages because of all "bodily injury" and "property damage", not including:
 - a. "clean-up costs" incurred because of "environmental damage"; or
 - b. "above-ground storage tank clean-up costs".
6. Subject to Paragraph 2., above, the "Above-Ground Storage Tank Clean-up Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up costs" arising from all "pollution conditions".
7. Subject to Paragraphs 2. and 6. above, whichever amount remaining is less, the Each "Pollution Condition" Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up costs" arising from any one "pollution condition".

8. Deductibles

- a. We will pay damages and "clean-up costs" for the amount of the damages or "clean-up costs" which are in excess of the deductible amount, if any, shown in the Declarations.
- b. A deductible of \$5,000 applies separately to each and every "pollution condition" resulting in "above-ground storage tank clean-up costs". We will pay for the amount of "above-ground storage tank clean-up costs" which are in excess of such deductible amount.

We may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- F. Subparagraph 2.a. of **SECTION IV – POLLUTION LIABILITY CONDITIONS** is deleted in its entirety and replaced with the following:

2. Duties In The Event Of A Pollution Incident, Pollution Condition, Claim Or Suit

- a. You must see to it that we are notified promptly of a "pollution incident" or "pollution condition", which may result in a claim or any action or proceeding to impose an obligation on the insured for "clean-up costs" or "above-ground storage tank clean-up costs". Notice should include:
 - (1) How, when and where the "pollution incident" or "pollution condition" took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the “pollution incident” or “pollution condition”.

Notice of a “pollution incident” or “pollution condition” is not notice of a claim.

G. SECTION VI – DEFINITIONS is amended to include the following additional definitions:

“Above-ground storage tank clean-up costs” means the reasonable and necessary expenses for the investigation, removal or remediation of a “pollution condition”, including associated monitoring, or disposal of soil, surface water, groundwater or other contamination:

- (1) To the extent required by “Environmental Laws”; or
- (2) That has been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

“Environmental Laws” means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) under which the insured’s obligation to pay “above-ground storage tank clean-up costs” because of “pollution conditions” are asserted.

“Pollution condition” means the dispersal, release or escape of petroleum products into or upon land, the atmosphere, or any watercourse or body of water located at an “insured site”, provided such dispersal, release or escape of petroleum products results in “environmental damage”. The entirety of any such discharge, release or escape shall be deemed to be one “pollution condition”.

“Storage Tank System” means an above-ground stationary tank or tanks owned or operated by the insured and described in the Schedule above, including any on site integral piping or dispensing equipment, ancillary equipment and containment system associated with the tanks.

All other terms and conditions of the policy remain the same.

Authorized Representative

State:	District of Columbia	First Filing Company:	Granite State Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0011 Environmental Pollution Liability		
Product Name:	Club Program 151064000288		
Project Name/Number:	Pollution Limited Liability Filing Revisions/AIG-20-GL-01		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Forms Listing
Comments:	Attached please find a Forms Listing.
Attachment(s):	Forms Listing.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Redlines
Comments:	Attached please find redline copies of the endorsements
Attachment(s):	79371 (09-08) Country Club Pollution Liability Dec-AIG(CW) REDLINE.pdf 79357 (09-08) CC Poll Cov Poll Liability Ltd Cov Form A Redline.pdf 99767 (09-08) CC Poll Cov Pollution Liability Ltd Form B Redline.pdf

SERFF Tracking #:	AGNY-132237905	State Tracking #:		Company Tracking #:	AIG-20-GL-01
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State:	District of Columbia	First Filing Company:	Granite State Insurance Company, ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0011 Environmental Pollution Liability		
Product Name:	Club Program 151064000288		
Project Name/Number:	Pollution Limited Liability Filing Revisions/AIG-20-GL-01		

Item Status:	
Status Date:	

Forms Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Other	Rate or Premium Impact	Description of Form
1	Country Club Pollution Limited Liability Coverage Endorsement - A	79357 (10-19)	E	Replacement	79357 (9-08)	Optional	Broaden	Yes	This form replaces the version currently on file with your Department for use with the Club Program under Company filing no. AIC-08-GL-37. The form language has been amended to clarify the coverage intent for incidents involving above ground storage tank systems. There are no coverage or premium changes associated with the revisions made to the endorsement.
2	Country Club Pollution Limited Liability Coverage Endorsement - B	99767 (10-19)	E	Replacement	99767 (9-08)	Optional	Broaden	Yes	This form replaces the version currently on file with your Department for use with the Club Program under Company filing no. AIC-08-GL-37. The form language has been amended to clarify the coverage intent for incidents involving above ground storage tank systems. There are no coverage or premium changes associated with the revisions made to the endorsement.
4	Pollution Liability Declarations	79371 (10-19)	D	Replacement	79371 (9-08)	Mandatory	Other	No	This form replaces the version currently on file for use with the Club Program under filing no. AIC-08-GL-37. The declarations has been amended to include a new and a revised definition.
	Limitation of Coverage to Pesticides, Herbicides, Fungicides, Fertilizers or Pool Chemicals Applicator Coverage Endorsement	99766 (9-08)	E	Withdrawing					In the place of rthis form, the Companies intend to use the Exception to Pollution Endorsement - 102175 (5/10) approved under filing no. CHS-12-GL-18 and associated rule approved under filing no. AIG-17-GL-01.

Yes or No

A = Application
 D = Declarations
 E = Endorsement
 P = Policy
 O = Other (Please explain)

☐ Granite State Insurance Company
☐ Illinois National Insurance Co.

☐ New Hampshire Insurance Company

(Each of the above being a capital stock company)

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

POLLUTION LIABILITY DECLARATIONS

PRODUCER:

NAMED INSURED: _____	
MAILING ADDRESS: _____ _____	
POLICY PERIOD: FROM _____ TO _____ AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	
LIMITS OF INSURANCE	
OVERALL AGGREGATE LIMIT	\$XXXXXXXX
"CLEAN-UP COSTS" AGGREGATE LIMIT	\$XXXXXXXX
EACH "POLLUTION INCIDENT" ("CLEAN-UP COSTS" ONLY) LIMIT	\$XXXXXXXX
EACH "POLLUTION INCIDENT" (OTHER THAN "CLEAN-UP COSTS") LIMIT	\$XXXXXXXX
"CORRECTIVE ACTION COSTS" AGGREGATE LIMIT <u>"ABOVE-GROUND STORAGE TANK</u>	
<u>CLEAN-UP COSTS" AGGREGATE LIMIT</u>	\$XXXXXXXX
<u>EACH "POLLUTION CONDITION</u> CORRECTIVE ACTION COSTS" LIMIT	\$XXXXXXXX

RETROACTIVE DATE
<p>PARAGRAPH 1. OF SECTION I OF THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY A "POLLUTION INCIDENT" <u>OR</u> "<u>POLLUTION CONDITION</u>" THAT COMMENCES PRIOR TO THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.</p> <p>RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)</p>
DESCRIPTION OF BUSINESS
<p>FORM OF BUSINESS</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> INDIVIDUAL </div> <div style="width: 30%;"> <input type="checkbox"/> PARTNERSHIP </div> <div style="width: 30%;"> <input type="checkbox"/> JOINT VENTURE </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <input type="checkbox"/> LIMITED LIABILITY COMPANY </div> <div style="width: 65%;"> <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) </div> </div> <p>BUSINESS DESCRIPTION AND ADDRESS OF INSURED SITE: _____</p>
DEDUCTIBLES
<p>DEDUCTIBLE AMOUNT: \$ _____ (ENTER AMOUNT OF DEDUCTIBLE OR "NONE" IF NO DEDUCTIBLE APPLIES)</p>
EPA IDENTIFICATION & PREMIUM
<p>EPA IDENTIFICATION NUMBER (IF APPLICABLE): _____</p> <div style="text-align: right; margin-top: 20px;"> ADVANCE PREMIUM \$ _____ </div> <div style="text-align: right; margin-top: 10px;"> STATE TAX OR OTHER (If applicable) \$ _____ </div> <div style="text-align: right; margin-top: 10px;"> TOTAL PREMIUM \$ _____ </div> <p>PREMIUM SHOWN IS PAYABLE:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 50%;"> AT INCEPTION \$ _____ </div> <div style="width: 45%;"> AT EACH ANNIVERSARY \$ _____ </div> </div> <p style="text-align: center; margin-top: 20px;">(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)</p>
ENDORSEMENTS
<p>ENDORSEMENTS ATTACHED TO THIS POLICY:</p> <p>See Schedule of Forms and Endorsements</p>

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND
COVERAGE FORM(S) -AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED
POLICY.

Endorsement Effective:

Countersigned By:

Name Insured:

(Authorized Representative)

|

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.:<Policy Number> <Endorsement Number>

This endorsement, effective 12:01 a. m. ≤ _____ forms a part of Policy or Endorsement
Effective Date>

No. _____ issued to _____ by _____

COUNTRY CLUB POLLUTION COVERAGES POLLUTION LIABILITY LIMITED COVERAGE ENDORSEMENT FORM - A

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES

SCHEDULE of "Storage Tank Systems

"Insured Tanks" *

<u>Tank No.</u>	<u>Contents</u>	<u>Age of Tank</u>	<u>Type of Tank</u>
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*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A.** Subparagraph 1.a.(2)b. of **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, "clean-up costs" or "above-ground storage tank clean-up costs".

- B.** Subparagraph b. of Paragraph 1. of SECTION I – POLLUTION LIABILITY COVERAGE is deleted in its entirety and replaced with the following:

b. This insurance applies to "bodily injury" or "property damage" only if:

- (1)** The "bodily injury" or "property damage" is caused by a "pollution incident" that arises out of:

(a) The use of pesticides, herbicides, fungicides or fertilizers by you or on your behalf provided:

- (i) The usage meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which pertain to the pesticides, herbicides, fungicides or fertilizers; and
- (ii) The usage is confined to necessary maintenance of the premises; ~~at the "insured site" as a country club;~~ or
- (b) The use of chlorine or other chemicals or materials by you or on your behalf ~~at the "insured site"~~ for the maintenance of a swimming pool, whirlpool or spa; ~~or~~ or
A "storage
- (c) An "insured tank system";
- ~~(e) From" at an "insured site" that is used as a country club;"~~
- (2) The "bodily injury" or "property damage" is caused by a "pollution incident" from an "insured site" or "waste facility" in the "coverage territory";
- (3) The "bodily injury" or "property damage" is caused by a "pollution incident" that commences on or after the Retroactive Date shown in the Declarations;
- (4) The insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to; and
- (5) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in writing, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION**.

~~B. Paragraph 3. of SECTION I – POLLUTION LIABILITY COVERAGE is deleted in its entirety and replaced with the following:~~

C. SECTION I – POLLUTION LIABILITY COVERAGE is amended to include the following additional Paragraph:

Clean-Up

3. ~~Additional Insuring Agreement-Corrective Action Costs~~ Due to an- Above-Ground Storage Tank Release

- a. We will pay for "above-ground storage tank clean-up costs" that the insured becomes legally obligated to pay for resulting from a "pollution condition" that originates from a "storage tank system" to which this insurance applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay "above-ground storage tank clean-up costs". But the amount we will pay for such "above-ground storage tank clean-up costs" is limited as described in Section III – Limits of Insurance; and
- ~~a. We will pay for "corrective action costs" to which this insurance applies as a result of a "discharge" originating from an "insured tank" at an "insured site" in the "coverage territory".~~
- b. This insurance applies only if the ~~"pollution condition"~~ discharge:

- (1) Commences on or after the Retroactive Date shown in the Declarations of this policy and before the end of the policy period from an "insured site" in the "coverage territory"; and
 - (2) Is first reported in writing, in accordance with Subparagraph **3.c.** below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION.**
- c. A "pollution condition~~discharge~~" will be considered reported at the earliest time:
- (1) You report the "pollution condition~~discharge~~" to us in writing; or
 - (2) You or we report the "pollution condition~~discharge~~" to the Federal Environmental Protection Agency (EPA), or similar state or local governmental agency; or
 - (3) You or we receive a written notice which requests or demands that you take action due to a "pollution condition~~discharge~~."
- d. For the purposes of this Clean-Up Costs Due to an Above-Ground Storage Tank Release coverage only, Paragraph 4. Exclusions in SECTION I – POLLUTION LIABILITY COVERAGE is deleted in its entirety and replaced with the following: does not apply to "corrective action costs".

4. Exclusions Related to Clean-Up Costs Due to an Above-Ground Storage Tank Release

- e. This insurance does not apply to "above-ground storage tank clean-up~~corrective action~~ costs" or any other expenses:
- (1) Arising from any "pollution condition~~discharge~~" which is expected or intended from the standpoint of the insured;
 - (2) Arising from actions taken to report, investigate or confirm any "pollution condition~~discharge~~" from a "storage~~an "insured~~ tank system";
 - (3) To repair, replace or upgrade any "storage~~insured~~ tank system" or any testing or monitoring device or systems;
 - (4) Which are fines or penalties imposed by a federal, state or local governmental authority;
 - (5) To replace the contents of a "storage~~an "insured~~ tank system";
 - (6) Which are part of your restoration, enhancement or routine maintenance of any "storage~~insured~~ tank system" or your restoration, enhancement or routine maintenance of the site where any "storage~~insured~~ tank system" is located;
 - (7) To test or calibrate any equipment or instrument, perform any inventory test or examine or inspect any equipment, instruments or portions of a "storage~~an "insured~~ tank system";
 - (8) Arising from premises you sell, give away or abandon; or
 - (9) In any way originating from a petroleum storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be

construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

~~f. A deductible of \$5,000 applies separately to each and every "discharge" resulting in "corrective action costs". The "Corrective Action Costs" Limit under SECTION III – LIMITS OF INSURANCE applies in excess of such deductible.~~

~~3.1. No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under Supplementary Payments.~~

~~G.D.~~ Subparagraph ~~k. of (3)~~ is added to Paragraph 4. **Exclusions** of **SECTION I – POLLUTION LIABILITY COVERAGE** is amended to include the following additional exclusion as follows:

~~(3)~~ "Bodily injury" or "property damage" arising out of the spraying or application of herbicides, pesticides, fungicides or fertilizers from any "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

~~D.E.~~ Subparagraph ~~q.~~ is added to Paragraph 4. **Exclusions** of **SECTION I – POLLUTION LIABILITY COVERAGE** is amended to include the following additional exclusion as follows:

q. Underground Storage Tanks

A "pollution incident" in any way originating from any storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

E.F. The following paragraph is added under the last Paragraph of SECTION II - WHO IS AN INSURED beginning with the words, "No person or organization..." and ending with the words, "in the Declarations":

No person or organization who is an independent contractor is an insured with respect to liability arising out of the use of pesticides, herbicides, fungicide, fertilizers or pool chemicals or materials.

F.G. **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; ~~or~~
 - d. Governmental actions taken with respect to "clean-up costs"; ~~or~~
 - e. Requests for "above-ground storage tank clean-up costs".
2. The Overall Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
 - a. All damages because of all "bodily injury" and "property damage";
 - b. All "clean-up costs" incurred because of all "environmental damage"; and
 - c. All "above-ground storage tank clean-up corrective action costs" arising from any "pollution condition". all "discharges".
3. Subject to Paragraph 2., above, the "Clean-Up Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all ~~damages for~~ "clean-up costs" incurred because of all "environmental damage".
4. Subject to Paragraphs 2. and 3., above, whichever amount remaining is less, the Each "Pollution Incident" Limit ("Clean-Up Costs" Only) is the most we will pay for ~~the sum of~~ all "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".
5. Subject to Paragraph 2., above, the Each "Pollution Incident" Limit (Other Than "Clean-Up Costs") is the most we will pay in any one "pollution incident" for all damages because of all "bodily injury" and "property damage", not including:
 - a. ~~the payment of~~ "clean-up costs" incurred because of "environmental damage"; or
 - b. "above-ground storage tank clean-up corrective action costs".
6. Subject to Paragraph 2., above, the "Above-Ground Storage Tank Clean-up Corrective Action Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up corrective action costs" arising from all "pollution conditions". discharges".

7. Subject to Paragraphs 2. and 6. above, whichever amount remaining is less, the Each "Pollution Condition" "Corrective Action Costs" Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up" "corrective action costs" arising from any one "pollution condition" "discharge".

8. Deductibles

- a. We will pay damages and "clean-up costs" for the amount of the damages or "clean-up costs" which are in excess of the deductible amount, if any, shown in the Declarations.
- b. A deductible of \$5,000 applies separately to each and every "pollution condition" resulting in "above-ground storage tank clean-up costs". We will pay for the amount of "above-ground storage tank clean-up costs" which are in excess of such deductible amount.

We may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Subparagraph 2.a.

~~G.H.~~ Paragraph 3. of SECTION IV – POLLUTION LIABILITY CONDITIONS is VI – DEFINITIONS is deleted in its entirety and replaced with the following:

2. Duties In The Event Of A Pollution Incident, Pollution Condition, Claim Or Suit

- a. You must see to it that we are notified promptly of a "pollution incident" or "pollution condition", which may result in a claim or any action or proceeding to impose an obligation on the insured for "clean-up costs" or "above-ground storage tank clean-up costs". Notice should include:

(1) How, when

- ~~3. "Clean-up costs" means expenses for the removal or neutralization of contaminants, irritants or "pollutants". Coverage for such "clean-up costs" is provided in Paragraph 2. Insuring Agreement – Reimbursement Of Mandated Off-Site Clean-Up Costs (SECTION I – POLLUTION LIABILITY COVERAGE). "Clean-up costs" do not include "corrective action costs".~~

~~Paragraphs 21., 22.~~ and where the "pollution incident" or "pollution condition" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "pollution incident" or "pollution condition".

Notice of a "pollution incident" or "pollution condition" is not notice of a claim.

~~H.I. 23. are added to~~ SECTION VI – DEFINITIONS is amended to include the following additional definitions as follows:

"Above-ground storage tank clean-up

~~21.~~ "Corrective action costs" means the reasonable and necessary expenses for the investigation, removal or remediation of a "pollution condition", including associated monitoring, or disposal of soil, surface water, groundwater or other contamination:

(1) To the extent required by "Environmental Laws"; or

(2) That has been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.
"Environmental Laws" means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) under which the insured's obligation to pay "above-ground storage tank you for corrective action in response to a "discharge" from an "insured tank." It does not include "clean-up costs" because of "pollution conditions" are asserted."

"Pollution condition" means the dispersal, release or escape of petroleum products into or upon land, the atmosphere, or any watercourse or body of water located at an "insured site", provided such dispersal, release or escape of petroleum products results in "environmental damage". The entirety of any such discharge, release or escape shall be deemed to be one "pollution condition".

"Storage Tank System

~~22. "Discharge(s)" means emission, discharge, release or escape of petroleum products.~~

~~23. "Insured tank" means an above-ground stationary tank or tanks owned or operated by the insured and any petroleum storage tank described in the Schedule above, including any on site integral attached pumps and piping or dispensing equipment, ancillary equipment, all portions of which are at or above ground level and containment system associated with the tanks are installed and constructed in such a way that any discharge of its contents will be immediately evidenced above ground.~~

~~As used in this definition, a tank is a stationary device designed to contain an accumulation of regulated substances and constructed of nonearthen materials that provide structural support.~~

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.:<Policy Number> <Endorsement Number>

This endorsement, effective 12:01 a. m. ≤_____ ~~forms a part of~~ Policy or Endorsement
Effective Date>

No. _____ issued to _____ by _____

COUNTRY CLUB POLLUTION COVERAGES POLLUTION LIABILITY LIMITED COVERAGE ENDORSEMENT FORM - B

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES

SCHEDULE of "Storage Tank Systems

~~"Insured Tanks"~~ *

<u>Tank No.</u>	<u>Contents</u>	<u>Age of Tank</u>	<u>Type of Tank</u>
-----------------	-----------------	--------------------	---------------------

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- A. Subparagraph ~~1.a.(2)b.~~ of **SECTION I – POLLUTION LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, "clean-up costs" or "above-ground storage tank clean-up costs".

- B. Subparagraph b. of Paragraph 1. of SECTION I – POLLUTION LIABILITY COVERAGE is deleted in its entirety and replaced with the following:

b. This insurance applies to "bodily injury" or "property damage" only if:

(1) the "bodily injury" or "property damage" is caused by a "pollution incident" that arises out of a "storage tank system" from an "insured site" that is used as a country club."

- (2) The "bodily injury" or "property damage" is caused by a "pollution incident" from an "insured site" or "waste facility" in the "coverage territory";
- (3) The "bodily injury" or "property damage" is caused by a "pollution incident" that commences on or after the Retroactive Date shown in the Declarations;
- (4) The insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to; and
- (5) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in writing, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION**.

~~B. Paragraph 3. of SECTION I – POLLUTION LIABILITY COVERAGE is deleted in its entirety and replaced with the following:~~

C. SECTION I – POLLUTION LIABILITY COVERAGE is amended to include the following additional Paragraph:

Clean-Up

3. ~~Additional Insuring Agreement-Corrective Action~~ Costs Due to an– Above-Ground Storage Tank ReleaseTanks

a. We will pay for "above-ground storage tank clean-up costs" that the insured becomes legally obligated to pay for resulting from a "pollution condition" that originates from a "storage tank system" to which this insurance applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay "above-ground storage tank clean-up costs". But the amount we will pay for such "above-ground storage tank clean-up costs" is limited as described in Section III – Limits of Insurance; and

~~a. We will pay for "corrective action costs" to which this insurance applies as a result of a "discharge" originating from an "insured tank" at an "insured site" in the "coverage territory".~~

b. This insurance applies only if the "~~pollution condition~~discharge":

(1) Commences on or after the Retroactive Date shown in the Declarations of this policy and before the end of the policy period from an "insured site" in the "coverage territory"; and

(2) Is first reported in writing, in accordance with Subparagraph ~~3.c.~~ below, during the policy period or any Extended Reporting Period we provide under **SECTION V - EXTENDED REPORTING PERIOD OPTION**.

c. A "~~pollution condition~~discharge" will be considered reported at the earliest time:

(1) You report the "~~pollution condition~~discharge" to us in writing; or

(2) You or we report the "~~pollution condition~~discharge" to the Federal Environmental Protection Agency (EPA), or similar state or local governmental agency; or

(3) You or we receive a written notice which requests or demands that you take action due to a "~~pollution condition~~discharge."

- d. For the purposes of this Clean-Up Costs Due to an Above-Ground Storage Tank Release coverage only, Paragraph 4. Exclusions in SECTION I – POLLUTION LIABILITY COVERAGE is deleted in its entirety and replaced with the following: does not apply to “corrective action costs”.

4. Exclusions Related to Clean-Up Costs Due to an Above-Ground Storage Tank Release

- e. This insurance does not apply to “above-ground storage tank clean-up~~corrective action costs~~” or any other expenses:
- (1) Arising from any “pollution condition~~discharge~~” which is expected or intended from the standpoint of the insured;
 - (2) Arising from actions taken to report, investigate or confirm any “pollution condition~~discharge~~” from a “storage~~an “insured~~ tank system”;
 - (3) To repair, replace or upgrade any “storage~~insured~~ tank system” or any testing or monitoring device or systems;
 - (4) Which are fines or penalties imposed by a federal, state or local governmental authority;
 - (5) To replace the contents of a “storage~~an “insured~~ tank system”;
 - (6) Which are part of your restoration, enhancement or routine maintenance of any “storage~~insured~~ tank system” or your restoration, enhancement or routine maintenance of the site where any “storage~~insured~~ tank system” is located;
 - (7) To test or calibrate any equipment or instrument, perform any inventory test or examine or inspect any equipment, instruments or portions of a “storage~~an “insured~~ tank system”;
 - (8) Arising from premises you sell, give away or abandon; or
 - (9) In any way originating from a petroleum storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

~~f. A deductible of \$5,000 applies separately to each and every “discharge” resulting in “corrective action costs”. The “Corrective Action Costs” Limit under SECTION III – LIMITS OF INSURANCE applies in excess of such deductible.~~

~~3.1. No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under Supplementary Payments.~~

G.D. Subparagraph q. is added to Paragraph 4. Exclusions of SECTION I – POLLUTION LIABILITY COVERAGE is amended to include the following additional exclusions as follows:

q. Underground Storage Tanks

A "pollution incident" in any way originating from any storage tank any part of which is underground, including any attached pumps and piping, or which may otherwise be construed as included in the definition of underground storage tank under the Hazardous and Solid Waste Amendments of 1984 (42 USC § 6991 and any amendments thereto).

D.E. SECTION III – LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; ~~or~~
 - d. Governmental actions taken with respect to "clean-up costs"; ~~or~~
 - e. Requests for "above-ground storage tank clean-up costs".
2. The Overall Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
 - a. All damages because of all "bodily injury" and "property damage";
 - b. All "clean-up costs" incurred because of all "environmental damage"; and
 - c. All "above-ground storage tank clean-up corrective action costs" arising from any "pollution condition". all "discharges".
3. Subject to Paragraph 2., above, the "Clean-Up Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all ~~damages for~~ "clean-up costs" incurred because of all "environmental damage".
4. Subject to Paragraphs 2. and 3., above, whichever amount remaining is less, the Each "Pollution Incident" Limit ("Clean-Up Costs" Only) is the most we will pay for ~~the sum of~~ all "clean-up costs" incurred because of all "environmental damage" arising from any one "pollution incident".
5. Subject to Paragraph 2., above, the Each "Pollution Incident" Limit (Other Than "Clean-Up Costs") is the most we will pay in any one "pollution incident" for all damages because of all "bodily injury" and "property damage", not including:
 - a. ~~the payment of~~ "clean-up costs" incurred because of "environmental damage"; or
 - b. "above-ground storage tank clean-up corrective action costs".
6. Subject to Paragraph 2., above, the "Above-Ground Storage Tank Clean-up Corrective Action Costs" Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up corrective action costs" arising from all "pollution conditions". discharges.
7. Subject to Paragraphs 2. and 6. above, whichever amount remaining is less, the Each "Pollution Condition" Corrective Action Costs Limit shown in the Declarations is the most we will pay for the sum of all "above-ground storage tank clean-up corrective action costs" arising from any one "pollution condition discharge".

8. Deductibles

a. We will pay damages and “clean-up costs” for the amount of the damages or “clean-up costs” which are in excess of the deductible amount, if any, shown in the Declarations.

b. A deductible of \$5,000 applies separately to each and every “pollution condition” resulting in “above-ground storage tank clean-up costs”. We will pay for the amount of “above-ground storage tank clean-up costs” which are in excess of such deductible amount.

We may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or “suit”. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Subparagraph 2.a.

E.F. Paragraph 3. of SECTION IV – POLLUTION LIABILITY CONDITIONS is ~~VI – DEFINITIONS~~ is deleted in its entirety and replaced with the following:

2. Duties In The Event Of A Pollution Incident, Pollution Condition, Claim Or Suit

a. You must see to it that we are notified promptly of a “pollution incident” or “pollution condition”, which may result in a claim or any action or proceeding to impose an obligation on the insured for “Clean-up costs” or “above-ground storage tank clean-up costs”. Notice should include:

(1) How, when and where the “pollution incident” or “pollution condition” took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the “pollution incident” or “pollution condition”.

Notice of a “pollution incident” or “pollution condition” is not notice of a claim.

G. SECTION VI – DEFINITIONS is amended to include the following additional definitions:

“Above-ground storage tank clean-up costs” means the reasonable and necessary expenses for the investigation, removal or remediation of a “pollution condition”, including associated monitoring, or disposal of soil, surface water, groundwater or other contamination:

(1) To the extent required by “Environmental Laws”; or

(2) That has been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

3. “Environmental Laws” means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) under which the insured’s obligation to pay “above-ground storage tank neutralization of contaminants, irritants or “pollutants”. Coverage for such “clean-up costs” is provided in Paragraph 2. ~~Insuring Agreement – Reimbursement Of Mandated Off-Site Clean-Up Costs (SECTION I – POLLUTION LIABILITY COVERAGE).~~ “Clean-up costs” because of “pollution conditions” are asserted do not include “corrective action costs”.

“Pollution condition

~~F.~~ Paragraphs ~~21.~~, ~~22.~~ and ~~23.~~ are added to ~~SECTION VI—DEFINITIONS~~ as follows:

~~21.~~ “Corrective action costs” means the dispersal ~~reasonable and necessary expenses incurred by you for corrective action in response to a “discharge” from an “insured tank.” It does not include “clean-up costs”.~~

~~22.~~ “Discharge” means ~~emission, discharge~~, release or escape of petroleum products into or upon land, the atmosphere, or.

23. ~~"Insured tank" means any watercourse or body of water located at an "insured site", provided such dispersal, release or escape of petroleum products results in "environmental damage". The entirety of any such discharge, release or escape shall be deemed to be one "pollution condition".~~

~~"Storage Tank System" means an above-ground stationary tank or tanks owned or operated by the insured and storage tank described in the Schedule above, including any on site integral attached pumps and piping or dispensing equipment, ancillary equipment and containment system associated with the tanks, all portions of which are at or above ground level and are installed and constructed in such a way that any discharge of its contents will be immediately evidenced above ground.~~

~~As used in this definition, a tank is a stationary device designed to contain an accumulation of regulated substances and constructed of nonearthen materials that provide structural support.~~

All other terms and conditions of the policy remain the same.

Authorized Representative